

# Affiliate Terms and Conditions

Effective Date: June 1, 2015

## 1. General

- 1.1. By accepting these Terms, Publisher confirms that it is at least 18 years old and has full capacity to enter in the relation with Bitport under these Terms. The Publisher confirms that it read the Terms carefully, understands them, agrees and accepts them in full.
- 1.2. Publisher confirms that it has read the terms of use of Bitport understands them and fully understands, how Bitport works.
- 1.3. Publisher is obliged to maintain all information provided to Provider through the Affiliate Software actual and correct.

## 2. Definitions

- 2.1. For the purposes of these Terms, the capitalized terms below have the following meanings:
  - a) **"Affiliate Software"** means system for Publishers accessible at website affiliate.bitport.io.
  - b) **"Bitport"** means internet application operated by Provider on the domains and subdomains at Bitport.io, Bitport.es, Bitport.co.uk, Bitport.com.br, Bitport.pt, Bitport.cz, Bitport.fr and the services offered thereon.
  - c) **"Customer"** means person who uses Bitport services or is potential customer to Bitport.
  - d) **"Commission"** means payment of Publisher to Provider for promoting Bitport by Publisher in accordance with these Terms.
  - e) **"Provider"** means Czech company Cool Sheep Technologies s.r.o., Id. No. 04002628 having its registered seat at K Červenému vrchu 845/2b, Vokovice, 160 00, Prague 6, Czech Republic.
  - f) **"Publisher"** means person promoting Bitport services bound by these Terms.
  - g) **"Purchase"** means purchase of Bitport services by Customer through direct activity of Publisher (i.e. by clicking on banner, text or e-mail that is created or distributed by Publisher).
  - h) **"Reseller"** means an entity charging fees for selling Bitport services.
  - i) **"Terms"** means these terms and conditions.

## 3. Promotion

- 3.1. Publisher is entitled to promote Bitport only with promotion tools offered in the Affiliate Software.
- 3.2. Publisher is entitled to promote Bitport using other promotion tools than the Affiliate Software only with the explicit consent of Provider.
- 3.3. Publisher is entitled to modify any promotion tools for which Publisher has consent from Provider only with explicit consent of Provider.
- 3.4. Publisher when promoting Bitport shall not:
  - a) breach any law or regulation applicable to Publisher, Provider or any Customer;
  - b) use PPC systems, like Google Adwords;
  - c) create websites, like MFA sites, which use keywords related to Bitport;

- d) send promotions or advertisements for products or services of Bitport by unsolicited email, junk mail, spam or chain letters;
- e) promote Bitport via sites displaying advertisements through unsolicited mass emails or unwanted advertisements on third-party websites;
- f) force Customers to end Bitport subscription and create new one with a new account;
- g) encourage Customers to click on the advertisement by using phrases such as "click the ads," "support us," "visit these links," or other similar language;
- h) use any method to trick Customers into sharing or liking pages that lead to Publishers' links on any social network, including Facebook;
- i) show promotion materials in pop-ups or pop-under that interfere with site navigation;
- j) use or create website of third party displaying Bitport advertisements or referral buttons as a result of the actions of any software application such as a toolbar;
- k) use or create webpages containing Bitport promotion loaded by any software that can trigger pop-ups, redirect users to unwanted websites, modify browser settings, or otherwise interfere with site navigation;
- l) use or create referral offerings with any obligation or requirement to Customers;
- m) mystify Customers and provide them with untrue or misrepresent information about Bitport;
- n) promote Bitport on websites that contain illegal content or content which may be deemed inappropriate at discretion of Provider;
- o) encourage Customers to download via Bitport any illegal content or content which may be deemed inappropriate at our discretion;
- p) buy Bitport services by affiliate links created by Publisher;
- q) create multiple affiliate accounts in the Affiliate Software;
- r) present itself as any representative of Bitport; and
- s) put any part of Bitport register and login pages inside an HTML frame, frameset, or iframe.

#### **4. Affiliate Software**

- 4.1. The purpose of the Affiliate Software is to inform Publisher about sale statistics and Commissions.
- 4.2. Bitport provide Publisher the access to the Affiliate Software in order to check sale and Commissions statistics related to Publisher.
- 4.3. Publisher confirms and agrees that the Affiliate Software availability can be reduced by software updates or by other technical operations.

#### **5. Commissions**

- 5.1. For promoting Bitport, Publisher is entitled a Commission for actual payments received by Provider from the Customers.
- 5.2. Publisher is not entitled to the Commission in relating to Customers:
  - a) not having allowed cookies when using Bitport services for at least 30 days from each Purchase;

- b) requesting refund for payment for the Purchase within 30 days from the Purchase;
  - c) whom payment for Purchase was returned within 30 days from the Purchase.
- 5.3. The Commission is calculated as 50% from the total of: the payment for Purchase minus VAT applicable to such Payment minus transaction fees of the Reseller.

## **6. Payout**

- 6.1. The Publisher is entitled to payment of Commission(s) after filling the request and necessary information in payout form in the Affiliate Software and clicking payout button, but no sooner than 30 days after each Purchase. All information provided by the Publisher in the Affiliate Software has to be true and correct.
- 6.2. Commission will be reduced by transaction fees of selected payout method.
- 6.3. Provider shall pay the Commission up to 30 days from the payment request by the Publisher in Affiliate Software.
- 6.4. The Commission is paid in USD only. If the Commission requested by Publisher is below USD 50, the Commission is decreased for a fee in the amount USD 5.

## **7. Other agreements**

- 7.1. The Publisher confirms that it considers the rights and obligations set forth in these Terms to be fair, comprehensible and fully agrees with them.
- 7.2. Publisher hereby consents that (i) Bitport may be temporarily inaccessible, without the Customers or Publisher being notified in advance and (ii) Provider is entitled to change the scope of services provided by Bitport and neither Customers, nor Provider are in such case entitled to demand of the Provider any compensation for damage or other compensation, unless stated otherwise by legal regulations.
- 7.3. In no event shall Provider or any of its supplier be liable for any damage including damage of loss of use, data, accounts, revenues, profits arising out of or an any way connected with the use or performance of Bitport services or any activity of Provider relating thereto, save as otherwise provided by the law.
- 7.4. In case of breach of this Terms, Provider is entitled to terminate Publisher's account with Bitport, terminate the relation with Publisher and cancel any payment to Publisher without any notice in advance.
- 7.5. The Publisher agrees that Provider may unilaterally change these Terms to a reasonable extent. The Publisher agrees that the change of Commission calculation is considered reasonable extent, since the costs of Provider may vary time to time. In the event of any changes to the Terms, Provider will notify Publisher at least 15 days in advance by e-mail. If Publisher does not agree to the changes in Terms, it shall notify Provider and Provider will cancel the agreement between Provider and Publisher. If Publisher does not respond to a change in Terms, then it is understood that Publisher agrees to the change.
- 7.6. These Terms and the contractual relation established by them between Publisher and Provider shall be governed by the laws of the Czech Republic. In the event of a dispute which cannot be resolved in a conciliatory manner, the court of jurisdiction for such dispute is the Prague 1 District Court on the district level and the Prague Municipal court on the regional level.